**Mandate Agreement Regarding Arrangement of Client’s Affairs**

 as entered into on this date below by

**Full Name:**

Address:

Date of birth:

(hereinafter referred to as the “Client”) and

**NeoTax s.r.o., company number: 02189909**, soregistered address: Pod Děkankou 1694/4, 140 00 Praha 4 registered in the business registry of the Municipal Court in Prague, Section C, file number

215906, represented by the Director, Mgr. Ivo Brabec

(hereinafter referred to as NeoTax or the “Agent”)

Concluded as per § 2430 et seq. of Act 89/2012, the Civil Code, Act 586/1992, the Income Tax Act, and Act 91/2012, the International Private Law Act, and other hereto related laws and international treaties excluding double taxation on income from abroad.

# Preamble

The Agent is a corporation doing business in tax advisory and thereto related services for its partners – clients, especially acts and steps of filing forms of clients residing abroad, all in accordance with the current tax laws of the Czech Republic and any other foreign relevant laws. **Subject Matter**

NeoTax s.r.o. shall, in position of an agent, arrange affairs for the Client, namely take all steps leading to filing of all kind of tax reports and requests with the relevant fiscal authorities, and hereby stipulates to process relevant tax agenda for this Client, or any agenda relating to receipt of subsidized childcare as per the laws of the relevant third country, or to provide the Client with a guideline for the process of filing of relevant forms and documentation. Upfront analyses might be required before further services are provided.

The client hereby orders processing of agenda for this term:

The client hereby orders processing of agenda for country:

If NeoTax s.r.o., in position of an agent, requests a written power of attorney, the Client shall provide it, in the scope so requested, and if the Client refuses to provide it, then Neotax.r.o. is not able to provide the Client with the requested services.

**Obligations of the Client and of the Agent, Initiation of Work on Arrangement of Affairs of the Client According to this Agreement:**

* The Client shall register online and send all relevant documentation to this Agent.
* The Client shall deliver original documents upon request.
* After registering in the system of this Agent, the Client shall receive his/her own secure online client account with a login and a password, whereas this client account shall be available to the Client 24 hours a day, 7 days a week.
* The Agent shall primarily arrange for the refund to be sent to the Agent’s account. The Client has the option to, at any moment, decide to have the relevant fiscal authority pay the refund directly to the Client’s account.

# Term of Agreement, Delivering Notifications

This Agreement is concluded for an indefinite term. This Agreement, already signed by NeoTax via technical means, is valid as of the date it is signed by the Client and comes into legal force at the moment the signed original is delivered to the Agent.

Duly delivered written communication: any such written communication between the Agent and the Client is also: e-mail message and electronically delivered message without certified digital signature.

# Agent’s Fee for Arrangement of Affairs, Payment Terms, Fines

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| This Client shall pay this Agent for the activities performed for the Client hereunder an amount of: * 9.9 EUR payable upon registration or max. 10 days after the delivery of this contract to the Agent
* the amount calculated as ….. % from the potential refund (or 39 + 50 EUR payable upon request if no/low refund or situations when service was partially provided and then cancelled due to client cancellation or other reasons) that shall be decided in favour of the Client by the relevant fiscal authority upon the activities of this Agent. This fee is payable after receipt of the overpayment sum on the account of the Client or the Agent. The percentage rate will be lowered in circumstances mentioned in the price list on www.neotax.eu.
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The Client agrees to pay all other fees mentioned in the price list available on www.neotax.eu in case that these fee apply. All fees mentioned in this contract are meant to be linked to one tax year and are to be multiplied by the number of years for which the Client requests the services of the Agent. The commission is not lowered in a situation when the tax authority lowers the potential refund after the refund is paid by the tax authority.

If the relevant fiscal authorities shall at any moment in the future require cooperation of the Client in the matters of his/her tax affairs, such as inspections, audit and other such work, then these are not part of the subject matter of this Mandate Agreement.

This Client shall pay this Agent costs and expenses reasonably paid in order to carry out this mandate and proved by real cost bills and invoices, but only where the Client has approved of said costs first.

If the Client is paid, as per Article II/4 herein, the income tax refund based on the activities of this Agent, while this refund is paid directly to the Client’s account, then the Client shall immediately inform this Agent of this and shall pay this Agent a contract fee as per this Mandate Agreement.

The fee is payable 3 days after the Client receives the refund from the third country. Late Payment Fine: if the Client is late, then this late payment interest is hereby set forth: 1 EUR for each day of being late with the payment of the fee hereunder. Payment of the fee is the moment the fee in full is credited to the bank account of this Agent.

The penalty is also considered payable in situations when the client cancels the proxy for the Agent without paying the Agent’s commission or when the client does not inform the Agent about any incoming letter from the tax authorities. If the date of refund receipt is not provided by the client, the fee start accruing from the moment, the Agent sends a reminder to the client about the commission due date in which case the Agent does not have to provide any further proofs concering the due date of the commisison.

This Client shall reimburse this Agent’s realized costs that the Client approved in advance, within ten days since they are billed by this Agent.

If it is the Agent that receives the refund, the Agent is entitled to withdraw a part of the refund as a fee for the mandated and arranged affair, while the Agent shall remit the remainder to the Client’s account within 15 days. This term of 15 days commences at the moment the Client informs the Agent of the bank account to which the remainder is to be remitted. Any fees connected with the wire transfer are to be paid by the Client.

This Client is aware of the fact the fee of this Agent is for the processing or filing of the tax report or of other official forms. The fact that the Agent’s activity may not end in refund has no influence on the obligation to pay the fee to this Agent.

If the Client provides requested documentation and information for this Agent to act on that based on this Agreement in a term shorter than 5 days before the legal deadline for filing of the refund application or request in a third country, or if the Client requests changes, the Agent is entitled to charge an express-term charge, upon agreement of the Client.

This Client hereby agrees that any document be issued and sent to this Client electronically.

The scope and amount to be billed may be disputed by the Client, upon a written complaint delivered within 30 days since the bill is issued. Delivering the written complaint does not affect the maturity of the bill. All payments hereunder may be executed via a payment card or via wire transfer. One of the options of enforcement of debt that the Agent may make use of is an agreed set off as per § 1982 of the Civil Code.

If the third country fiscal authority sends the Client’s refund to the bank account of this Agent and the Client does not pick up the refund within 45 days since an email notification is delivered to him/her, the Agent is entitled to charge a fee for administration of the refund in the amount of 4 % from the refund for each calendar month of said administration.

# Termination of Agreement via Written Notice

This Agent may terminate this mandate without having to state any reason for that and with legal effect as of the end of the calendar week following after the week in which a written notice of termination is delivered to the Client, unless the written notice of termination states a later date. During the term of this notice of termination all mutual rights and obligations are subject to this Agreement.

# Final Provisions

Amendments hereto are possible only if in a form of written and numbered amendments signed by both these Parties hereto. If the written form is not duly kept, it is deemed that the amendment is not to be considered and Parties hereto are not bound by such an amendment.

This Agent shall keep confidentiality as to the contents of the realized mandate, even after the termination of the legal effect of this Agreement.

Upon reading this Agreement the Parties hereto expressly declare they agree with the contents hereof and that it was drafted based on true information and their true and free will. In witness hereto these Parties hereby attach their signatures.

This Agreement exists in two original issues, while the Client shall receive one issue electronically.

In Prague on: 

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